

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

CHELSIE NITSCHKE AND CYNTHIA)
GEORGE)
)
Plaintiffs,)
)
v.)
)
VILLAGES AT FOREST VIEW, LLC;)
VFV PARTNERS, LLC;)
HOSTETTLER, NEUHOFF & DAVIS, LLC)
d/b/a HND REALTY, LLC; BERNARD L.)
WEINSTEIN)
d/b/a BERNARD L. WEINSTEIN &)
ASSOCIATES;)
BERNARD L. WEINSTEIN &)
ASSOCIATES, LLC; and BACAR)
CONSTRUCTORS, INC.)
)
Defendants.

Case No.: 3:24-cv-01342

JURY DEMANDED

Judge William L. Campbell, Jr.
Magistrate Judge Alistair Newbern

BACAR CONSTRUCTORS, INC.'S ANSWER TO CROSS-CLAIM

Defendant Bacar Constructors, Inc. ("Bacar") submits the following answer to Defendant/Cross Plaintiff VFV Partners, LLC ("VFV")'s Cross Claim:

1. Bacar lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 1 of the Cross-Claim.
2. Bacar lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 2 of the Cross-Claim.
3. Bacar lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 3 of the Cross-Claim.

4. The Contract between Bacar and VFV speaks for itself. Any allegations in Paragraph 4 inconsistent herewith are hereby denied.

5. The Contract between Bacar and VFV speaks for itself. Any allegations in Paragraph 5 inconsistent herewith are hereby denied.

6. Admitted.

7. Admitted.

8. The Amended Complaint speaks for itself. Any allegation in Paragraph 8 inconsistent herewith are hereby denied.

9. The Amended Complaint speaks for itself. Any allegation in Paragraph 9 inconsistent herewith are hereby denied.

10. Denied.

11. Denied.

12. Denied.

13. Bacar hereby incorporates its responses in the previous paragraphs of this Answer as if fully set forth herein.

14. To the extent Paragraph 14 of the Cross-Claim calls for a legal conclusion, no response is required. All remaining factual allegations are hereby denied.

15. Bacar lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 15 of the Cross-Claim.

16. Bacar hereby incorporates its responses in the previous paragraphs of this Answer as if fully set forth herein.

17. The Contract between Bacar and VFV speaks for itself. Any allegations inconsistent therewith are hereby denied. Further, to the extent the allegations in Paragraph 17 of the Cross-Claim call for a legal conclusion, no response is required.

18. Bacar lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 18 of the Cross-Claim.

19. Bacar hereby incorporates its responses in the previous paragraphs of this Answer as if fully set forth herein.

20. To the extent Paragraph 20 of the Cross-Claim calls for a legal conclusion, no response is required. All remaining factual allegations are hereby denied.

21. Bacar lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 21 of the Cross-Claim.

22. Bacar hereby incorporates its responses in the previous paragraphs of this Answer as if fully set forth herein.

23. The Contract between Bacar and VFV speaks for itself. Any allegations inconsistent therewith are hereby denied. Further, to the extent the allegations in Paragraph 17 of the Cross-Claim call for a legal conclusion, no response is required. All remaining allegations are hereby denied.

24. Bacar lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 21 of the Cross-Claim.

WHEREFORE, having fully answered, Bacar denies the allegations contained in the Prayer for Relief, denies each and every allegation not previously addressed, denies that it is in any way caused or contributed to VFV's alleged injuries, denies that it is liable to VFV in any sum or sums, and prays that the Cross-Claim be dismissed with costs and attorney's fees taxed to VFV

Respectfully Submitted,

/s/ Shannon M. Renne

Gregory L. Cashion (No. 10697)

Shannon M. Renne (No. 42544)

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CERTIFICATE OF SERVICE

I hereby certify that on this the **25th of April, 2025**, a true and correct copy of the ***Bacar Constructors, Inc.'s Answer to Cross-Claim*** was filed with the Clerk of the Court using the CM/ECF system, and that a true and correct copy of such filing was served on all known counsel of record listed below through the electronic filing manager, pursuant to the Federal Rules of Civil Procedure.

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/s/ Shannon M. Renne
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